

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

THE UNITED STATES OF AMERICA  
FOR THE USE AND BENEFIT OF  
READY MIX CONCRETE, INC.

Plaintiff

vs

CIVIL 98-2235CCC

UNITED STATES FIDELITY & GUARANTY  
COMPANY, THE ST. PAUL COMPANIES,  
INC., RELIABLE MECHANICAL, INC.,  
GALEAR, INC. and  
JOHN DOES 1 THROUGH 25, INCLUSIVE

Defendants

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RELIABLE MECHANICAL, INC.

Third-Party Plaintiff

vs

ARMANDO A. DIAZ-CRUZ

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Third-Party Defendant

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U.S. DISTRICT COURT  
SAN JUAN, P.R.

**ORDER**

On January 9, 2001 we entered Judgment (see docket entry 51) on the third-party complaint so that Reliable Mechanical, Inc. and Armando A. Díaz-Cruz could proceed to arbitration. Over one year later, this has not yet happened. Díaz-Cruz in his Motion in Compliance (**docket entry 62**) argues for San Juan as the site of arbitration under the contract between Ready Mix Concrete, Inc. and Galear, Inc. As pointed out by Reliable Mechanical, Inc. in its response of February 22, 2002 (**docket entry 64**), the issues being resolved are between Reliable Mechanical, Inc., not Ready Mix Concrete, Inc., and Galear, Inc. The sub-contract between these parties designates Louisville, Kentucky, as the site for arbitration.

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CIVIL 98-2235CCC

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Accordingly, Díaz-Cruz is hereby ORDERED to submit to arbitration of the remaining issues in Louisville, Kentucky, within fifteen (15) days after notice of this order.

SO ORDERED.

At San Juan, Puerto Rico, on April 12, 2002.

  
CARMEN CONSUELO CEREZO  
United States District Judge

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